

EXHIBIT 2

CAUSE NO. 471-02547-2021

PATRIOT CONCRETE, INC.	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
v.	§	
	§	
G WISE GROUP, LLC, GREGORY	§	471st JUDICIAL DISTRICT
WISNER, G WISE DEVELOPMENTS,	§	
LLC, AND BALLOUT REAL ESTATE,	§	
LLC	§	
	§	
<i>Defendants.</i>	§	COLLIN COUNTY, TEXAS

INTERLOCUTORY DEFAULT JUDGMENT

July

On the 6th day of June, 2021, came on to be heard in the above-entitled and numbered case PATRIOT CONCRETE, INC.’s (“Plaintiff”) Motion for Default Judgment against G WISE DEVELOPMENTS, LLC (“Developments”) and GREGORY WISNER (“Wisner”). After reviewing the motion and the pleadings on file, the Court GRANTS the Motion for Default Judgment against Developments and Wisner and the Court RENDERS default judgment for Plaintiff on an interlocutory basis.

Developments and Wisner, although duly and legally cited to appear and answer, wholly made default. The Court is of the opinion that Developments and Wisner, by their defaults, admitted the allegations in Plaintiff’s Original Petition filed in 471-02547-2021.

The Court finds that Developments and Wisner breached their valid contract with Plaintiff.

The Court finds that Developments and Wisner were unjustly enriched by the provision of concrete by Plaintiff that was never paid for.

The Court finds that Developments and Wisner are liable to Plaintiff for quantum meruit for the provision of concrete that Developments and Wisner accepted yet never paid for.

The Court finds that Developments and Wisner are liable to Plaintiff for promissory

estoppel for making promises that Plaintiff relied on to Plaintiff's detriment.

The Court finds that Developments and Wisner are liable to Plaintiff for violating the Texas Prompt Payment Act.

The Court finds that Developments and Wisner are liable to Plaintiff for fraud.

The Court finds that Plaintiff has elected to recover against Developments and Wisner for fraud.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for Default Judgment against Developments and Wisner is GRANTED.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the material allegations of Plaintiff's Original Petition be, and the same are, deemed admitted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Developments and Wisner benefit of the bargain damages in the sum of \$92,943.45.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Developments and Wisner exemplary damages for fraud in the amount of \$278,830.35, representing three times the benefit of the bargain damages.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Developments and Wisner post-judgment interest at the rate of 5% per annum from on the date this Default Judgment is signed until the total amount of the Default Judgment is paid in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that \$329.00 of Plaintiff's costs and \$160.00 in service costs are hereby taxed against Developments and Wisner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall be able to abstract this judgment immediately.

7/6/2021

SIGNED this the _____ day of _____, 2021.



JUDGE PRESIDING

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